

# **Exhibit “B”**



January 30, 2018,  
Re: Claim Number: 509950 FRE 408 Settlement Communication

Dear Meyer, Suozzi, English & Klein, P.C,

The Law Firm of Higbee & Associates represents RM Media Ltd. Copyright images owned by RM Media Ltd were discovered on Meyer, Suozzi, English & Klein, P.C website(s). Please see the attached exhibits that show the use of the copyrighted works. Our client has no record of you having a license to use their copyrighted work and has authorized us to contact you on their behalf. If you have a license, please contact us immediately with a copy of that license at [claims@higbeeassociates.com](mailto:claims@higbeeassociates.com), please include the claim number (509950).

RM Media is the publisher of best selling images. People using its images without a license hurts its business and results in RM Media having to spend tens of thousands of dollars and countless hours a year stopping unauthorized use.

If you do not have a license, we believe the use of the work is a violation of The Copyright Act, Title 17 of the United States Code. As the violation occurred on a company website, the company is liable for the unauthorized use, including cases in which a website designer, employee or a third party is responsible for the inclusion of this image on your website. Even if your use of the image without a license was unintentional, for example; if the image was found on the internet and believed to be available for free use, it is still a violation of copyright law, and ceasing use of the images now may reduce the liability, but not release you or your organization from liability.

The unauthorized use of my client's work threatens my client's livelihood. While Nick Youngson, does have the right to bring a lawsuit for damages, my client is willing to settle this in an amicable way, out of court and without a lawsuit. I was asked to contact you and see if we can negotiate a settlement and save everyone the stress and costs of going to court. Please know that I only have a limited amount of time to settle this claim out of court.

If forced to go to court, my client will ask for the maximum relief possible, which may include statutory damages under 17 U.S.C. §504 for up to \$150,000 for intentional infringement or \$30,000 for unintentional infringement. If the use is unlicensed, we have reason to believe the use may also constitute a violation of 17 U.S. Code § 1202. Section 1202 violations often occur when an infringer removes or does not publish information that identifies the author when said author publishes such information on or near the copyrighted work. Violations of Section 1202 give rise to an additional minimum damage amount of \$2,500. My client would also ask the court to have you pay court costs and attorneys fees. Copyright lawsuits can result in judgments, wage garnishments and liens on property. In some instances, the business owner can be held individually liable.

This type of claim is often covered by business insurance. You may wish to forward this to your insurance carrier. You may also wish to hire an attorney.

**If we do not hear from you within 30 days from the date of this letter, we will have no choice but to take this to mean that you do not have a license and do not want to settle this matter out of court.**

To resolve this matter efficiently and amicably out of court, please follow these steps:

(1) Within five business days after receipt of this letter, remove all occurrences of the image from your website(s), cease using it in any way, and confirm in writing that you have done so.

**AND**

(2) Within seven business days after receipt of this letter, return to our firm the attached Release License, along with your payment in the form of a valid cashier's check or money order for \$[REDACTED] payable to "**Higbee & Associates Client Trust Account**". This can be returned to us via US Mail. You can also pay over the phone or online at <http://copyright.higbeeassociates.com/resolution>. Your login is 509950. Your password is mqms9frg. If you choose to make your payment online, you can return the Release License via email to [claims@higbeeassociates.com](mailto:claims@higbeeassociates.com). Please include the case number (509950) in the subject line.

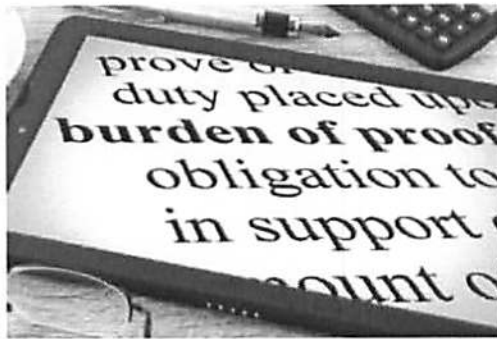
Please feel free to call or email us to discuss this matter, 800-716-1245 or send email to [claims@higbeeassociates.com](mailto:claims@higbeeassociates.com)

Sincerely,

[REDACTED]  
Mathew K. Higbee  
Attorney at Law



## EXHIBIT A



### Infringing webpages:

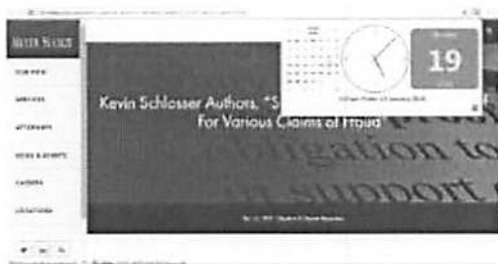
- <http://nyfraudclaims.com/standards-pleading-proof-claims-fraud/>
- <http://nyfraudclaims.com/>
- <http://msek.com/blog/kevin-schlosser-authors-standards-pleading-proof-various-claims-fraud/>
- <http://msek.com/news-events/news/>

### Infringing file locations:

- <http://nyfraudclaims.com/wp-content/uploads/2017/12/burden-of-proof.jpg>
- <http://nyfraudclaims.com/wp-content/uploads/2017/12/burden-of-proof.jpg>
- <http://msek.com/wp-content/uploads/2017/12/burden-of-proof.jpg>
- <http://msek.com/wp-content/uploads/2017/12/burden-of-proof-1024x683.jpg>

Infringing images and screenshots are shown below. You can receive copies of these images via email by sending a request to [infringements@higbeeassociates.com](mailto:infringements@higbeeassociates.com). The email must include the case number (509950) in the subject line.





## Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Maria A. Pallante*

United States Register of Copyrights and Director

Registration Number

**Vau 1-248-878**

Effective Date of Registration:

June 10, 2016

### Title

Title of Work: still-images-16-06-10

### Completion/Publication

Year of Completion: 2016

### Author

- Author: Nicholas Youngson  
Author Created: photograph  
Domiciled in: England

### Copyright Claimant

Copyright Claimant: Nicholas Youngson  
15 Church Road, Liverpool, L24 4AY, England

### Rights and Permissions

Name: Nicholas Youngson  
Email: [nick@nyphotographic.com](mailto:nick@nyphotographic.com)  
Telephone: 1514255987  
Address: 15 Church Road  
Liverpool L24 4AY England

### Certification

Name: N Youngson  
Date: June 10, 2016

Copyright Office notes: Basis for Registration: Unpublished collection

## Higbee & Associates

A NATIONAL LAW FIRM

Mathew Higbee: CA # 241380, MI # P73980, MN # 0388759, NV # 11158, OR # 106514, UT # 11133, WA # 42755, TX # 24076924  
Ray Ngo: UT # 11936, NY # 4780706  
Melissa Clark: CA # 247998, AZ # 024644, UT # 11271, FL # 62465  
Virginia Kostmayer: CO # 45648, IL # 255433

### LETTER OF REPRESENTATION POWER OF ATTORNEY

RE: NICK YOUNGSON and RM MEDIA, LTD.

To Whom It May Concern:

Please be advised that the Law Firm of Higbee & Associates has been retained by NICK YOUNGSON and RM MEDIA, LTD. regarding a copyright infringement matter. As such, we have been appointed as attorney in fact with full power and authority in determining the validity of the above matter and assist in any negotiation, settlement, and payment. We are further authorized to pursue any legal remedies available to our client as a result of this matter. Any attorney, staff member or agent of Higbee & Associates is hereby authorized to discuss any effort to settle and resolve the above matter.

Effective immediately, all communication (mail, phone, electronic or otherwise) regarding the above matter must be forwarded to Higbee & Associates at:

Higbee & Associates  
1504 Brookhollow Drive, Suite 112  
Santa Ana, CA 92705  
(714) 617-8385 Telephone

Sincerely,

  
Mathew Higbee

Ray Ngo

Melissa Clark

Virginia Kostmayer

The undersigned have retained Higbee & Associates and grant full power and authority as described above.

Date: April 19, 2016

Client: NICK YOUNGSON and RM MEDIA, LTD. Signature: 

### **RAPID CONDITIONAL RELEASE LICENSE AGREEMENT**

This RAPID CONDITIONAL RELEASE LICENSE AGREEMENT ("Agreement") is entered into on January 30, 2018 ("Effective Date") by and between RM Media Ltd ("LICENSOR") and Meyer, Suozzi, English & Klein, P.C ("LICENSEE") (the "Parties" or individually the "Party").

The Parties agree as follows:

1. The Parties acknowledge and agree that this Agreement is made in resolution to the LICENSEE's alleged unlicensed use of image(s) referenced in the Exhibit(s) below ("Images").
2. LICENSOR hereby represents and warrants that it has the exclusive rights in the settlement and resolution of the claims related to the alleged unlicensed use of the copyrighted Images, including the rights to grant licenses for past and future use, and rights to grant releases from future claims.

### **GRANT OF RETROACTIVE LICENSE TO COVER PAST USE**

3. In consideration of the license and other consideration granted herein, LICENSEE will pay to LICENSOR the sum of \$[REDACTED] in U.S. Dollars (the "Payment") within fourteen (14) days after the Effective Date.
  - a. Upon Payment in full, LICENSOR will grant LICENSEE a non-exclusive, non-sub licensable and non-assignable retroactive license, with the term commencing with the beginning of time and concluding upon the Effective Date.
  - b. The LICENSEE will be granted rights to use the Images only within the limited scope as shown in this Agreement.
  - c. The LICENSOR will retain all rights, interest and ownership in derivative works containing the Images, in whole or in part.
  - d. Payment shall be made payable to "Higbee & Associates Client Trust Account" and delivered to 1504 Brookhollow Dr., Suite 112, Santa Ana, CA 92705. Payment may also be made online at <http://copyright.higbeeassociates.com/resolution>

### **ADDITIONAL TERMS AND CONDITIONS**

4. Except for the agreements, obligations, and covenants arising under this Agreement, the Parties will release the other party from any and all claims arising from the use of the Images.
5. The Parties acknowledge that all terms of this Agreement are supported by legally sufficient consideration so as to make this Agreement binding and valid.
6. All of the Parties will pay their own costs and expenses incurred in negotiation and preparation and execution of this Agreement.
7. The terms of this Agreement are confidential; provided however, that each Party may disclose the terms of this Agreement, as necessary to enforce its terms, in response to valid legal process or as otherwise required by law, and/or to its financial advisors and/or legal advisors.
8. The Parties represent and warrant that they have read and understand the provisions of this Agreement and have full authority to execute and consummate the transactions contemplated by this Agreement.
9. This Agreement may not be modified or amended except by written agreement, signed by all Parties.
10. This Agreement, along with its terms and conditions will be binding upon and inure to the benefit of each of the Parties and to their heirs, executors, administrators, successors in interest and assigns.
11. The Parties acknowledge that if any provision or application of this Agreement is held invalid or unenforceable then any such provision will be deemed severed from this Agreement and



the remaining provisions and applications of this Agreement will not be affected, but will remain valid and enforceable.

12. This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law principles, notwithstanding the fact that one or more counterparts hereof may be executed outside of such state, or one or more of the obligations of the Parties hereunder are to be performed outside of such state. Any suit, action or proceeding to determine, construe or enforce any provision of this Agreement, or the rights of any party hereunder, will be brought in the State of California, and the Parties agree that jurisdiction will lie therein.

13. If a suit, action, arbitration or other proceeding of any nature whatsoever is instituted in connection with any controversy arising out of this Agreement, or to interpret or enforce any rights under this Agreement, the prevailing party is entitled to recover reasonable costs and attorney's fees from the other party.

14. Payments that are received more than 5 calendar days late will be assessed a \$40 late fee. Additionally, an interest rate based on a 15% per annum will be charged on overdue balances after 30 days.

15. This Agreement constitutes and contains the entire agreement between the Parties with respect to the alleged unlicensed use referred to in this Agreement and there are no other agreements, understandings or representations with respect to this subject matter, which are not expressly set forth herein.

\_\_\_\_\_  
Meyer, Suozzi, English & Klein,  
P.C  
On Behalf of  
Licensee(s) Meyer, Suozzi,  
English & Klein, P.C

\_\_\_\_\_  
Date



January 30, 2018

\_\_\_\_\_  
Mathew K. Higbee, Esq.  
on Behalf of Licensors(s)  
Nick Youngson

\_\_\_\_\_  
Date

### CREDIT CARD PAYMENT AUTHORIZATION FORM

The Law Firm of Higbee & Associates offers interest-free payment plans through our automated billing system. Sign and complete this form to authorize the Law Firm of Higbee & Associates to make the agreed upon credit or debit card or ACH payments. Licensee agrees to pay the settlement amount of \$5,280.00 in 1 automatic payment.

By signing this form you give us permission to bill your credit/debit card or bank account for the amount indicated on the dates above plus any additional fees, penalties, or interest charges which have accrued in accordance with the Rapid Conditional Release License Agreement ("Settlement Agreement"). This is permission for all transactions related to the Settlement Agreement, and does not provide authorization for any additional unrelated charges.

Please complete the information below:

PAYMENT METHOD (Please Choose One & Provide Requested Information):

#### CREDIT CARD

Name as it Appears on Card: \_\_\_\_\_

Credit Card #: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ CCV (Security Code): \_\_\_\_\_

Billing Address: \_\_\_\_\_

#### ACH / DIRECT DEPOSIT

Name on the Account: \_\_\_\_\_

Account Type: ☐ Savings ☐ Checking

Account #: \_\_\_\_\_

Routing #: \_\_\_\_\_

Bank Name: \_\_\_\_\_

I hereby authorize The Law Firm of Higbee and Associates to automatically bill my account on the dates indicated in the payment plan above.

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I authorize the above named business to charge the credit card indicated in this authorization form according to the terms outlined above. This payment authorization is for the goods/services described above, for the amount indicated above only, and is valid for the specified use only. I certify that I am an authorized user of this credit card and that I will not dispute the payment with my credit card company; so long as the transaction corresponds to the terms indicated in this form.